

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF GRANVILLE AND THE BRYN DU COMMISSION

This Contract, entered into to be effective as of the 1st day of January, 2008, by and between the Village of Granville (the “Village”) and The Bryn Du Commission, an Ohio corporation (the “Contractor”), is for the purpose of facilitating and managing the development and operation of Village property located on Jones Road and known as “Bryn Du”; and

WHEREAS, the Village desires to create a contractual agreement with Contractor for the day-to-day management of Bryn Du and for the payment of funds to Contractor, which agreement restricts the use of such funds to the preservation, maintenance and operation of such property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Contract, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF SERVICES

The Contractor shall do, perform, and carry out in a manner satisfactory to the Village, the following:

- A. Contractor shall manage the daily operation of the Bryn Du property consistent with the vision of the Village to provide and coordinate public, charitable, educational and other uses of the property for the benefit of the people of Granville.
- B. Contractor shall coordinate and manage requests for use of the facility, shall enter into contracts for short-term uses of the facility on behalf of the Village, shall collect the revenues from such uses and deposit them in an account maintained by the Contractor and used for the management and daily operation of the Bryn Du property.
- C. Contractor shall identify maintenance and capital improvement needs of the property to the Village, identify the estimated cost thereof and, if requested by the Village, shall oversee maintenance and capital projects approved by the Village.
- D. Contractor shall hire and put in place staff that can develop a sustainable organization and manage such daily operations.
- E. Contractor shall prepare and update periodically a business plan outlining the scope of facilities and services provided by the property, and the actions to be undertaken to achieve the Village’s goals for use of the property both on a short-term and long-term development basis. This includes developing surveys and other methods to gauge demand for use of the facilities and developing marketing and other promotional activities for the property.
- F. Contractor shall seek public and private additional resources, e.g. from the State of Ohio, federal grants, private contributions and philanthropic grants to support the physical and program operations of the property.

ARTICLE TWO: TERM OF CONTRACT

The term of this Contract shall start from the date upon which a Resolution of the Village is passed authorizing this Contract. The term of this Contract shall terminate December 31, 2008.

ARTICLE THREE: COMPENSATION AND METHOD OF PAYMENT

The Village will compensate the Contractor for services provided under this Contract in the following manner:

- A. The Village agrees to pay Contractor as and for the full compensation for the work and services rendered under this Contract, a sum Twenty-five Thousand Dollars (\$25,000.00), which shall be payable in twelve (12) monthly payments as required to meet the monthly payroll obligations of the Bryn Du Commission, and not more than ten percent of such sum may be paid at the outset of the contract. All monthly payments set forth herein are due and payable on the first day of each month.
- B. Expenses: Any and all expenses and costs incurred by the Contractor in doing the specific work and rendering the services under this Contract are and shall be a part of and within the compensation provided for in paragraph A above, except that the Village shall compensate Contractor the reasonable costs of any services provided as described in paragraph C of Article One that are provided by persons other than employees of Contractor, but with the approval of the Village.

ARTICLE FOUR: COMPLIANCE WITH APPROVED SERVICES

All activities authorized by this Contract will be performed in accordance with the goals and objectives outlined in the above scope of services. Contractor agrees that it will notify the Village prior to undertaking any activity or authorizing any expenditure that is not consistent with the terms of this Contract. Any questions as to whether an expenditure is consistent with this Contract shall be submitted to the Village for decision. The decision of the Village shall be final.

ARTICLE FIVE: TERMINATION OF CONTRACT FOR CAUSE

If either party is in default of any terms or provisions of this Contract, the other party shall notify the defaulting party in writing of the specific default and of its intention to terminate the Contract as a consequence thereof. Upon receipt of such notice, the defaulting party shall then have thirty (30) days thereafter or such longer time as the notice may otherwise provide within which to remedy or cure such defaults. If the defaults set forth in the notice are remedied or cured within the required period of time, then such breach is hereby waived and said other party shall not have a right to terminate the Contract. Upon failure to remedy or cure such defaults within the period of time provided herein, the other party shall have the right to terminate this Contract by giving written notice to the defaulting party of such termination and specifying the effective date of such termination.

ARTICLE SIX: TERMINATION FOR CONVENIENCE OF VILLAGE

The Village may terminate this Contract at any time by a notice in writing from the Village to the Contractor. Such termination shall be effective ten (10) days after such notice is given, or such later effective date as stated in such notice. If the Contract is terminated by the Village, as provided herein, the total compensation payable to Contractor shall be prorated on a monthly basis, and Contractor shall be paid such prorated compensation through the end of the calendar month next following the later of the calendar month in which such notice is given or the calendar month in which the effective date of termination occurs. Any compensation

retained by Contractor after termination, whether pursuant to Article Five or Article Six, less any remaining expenses attributable to the services to be performed under this Contract, shall be treated as Village Funds pursuant to Article Nine.

ARTICLE SEVEN: ASSIGNABILITY AND SUB-CONTRACTING

Contractor shall not transfer or assign any interest in this Contract without the prior written consent of the Village. The foregoing restriction shall not limit the ability of Contractor to enter into agreements with other persons or entities for management of portions of the facility for limited periods of time or with third-party providers who will provide one or more of the activities delineated in the Article One Scope of Services, always subject, however, to the management and responsibility of Contractor.

ARTICLE EIGHT: CHANGES

Circumstances may dictate from time to time changes in conditions surrounding this Contract. Changes that are mutually agreed upon by and between the Village and the Contractor shall be incorporated in written amendments to this Contract.

ARTICLE NINE: REVERSION OF ASSETS

In the event a subsequent Contract with Contractor for the continued management of the operations at the property is not in place prior to the expiration of this Contract, Contractor shall transfer to the Village any Village Funds on hand at the time of such expiration and any accounts receivable which are attributable to the use of Village Funds. Any property, whether real or personal, under Contractor's ownership and control that was acquired with Village Funds must either be used as outlined in Article One or be disposed of in a manner that results in the Village being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Village Funds for acquisitions of or improvements to the property.

Contractor shall be bound by all terms of this Contract, including, but not limited to the provisions for reports, records and monitoring, until all funds distributed to Contractor by the Village pursuant to this Contract have either been expended pursuant to this Contract or otherwise have been reverted to the Village pursuant to this Article.

ARTICLE TEN: REPORTS, RECORDS, MONITORING, AND EVALUATION

The Village may monitor, evaluate and provide guidance, direction, and technical assistance to Contractor in the conduct of activities under the terms of this Contract. Contractor will submit to the Village twice in each calendar year the following reports:

- A. Progress report on activities and accomplishments during the period;
- B. Financial statement of Village Fund expenditures and other funds made by the Contractor during the term of this Contract;
- C. Any additional, reasonable report thought necessary by the Village.

Contractor shall make available for examination to the Village and/or their representatives all records with respect to all matters covered by this Contract at any time during

normal business hours and as often as the Village may deem necessary, and shall submit its property, records and activities to an audit, which may be conducted in accordance with generally accepted accounting principles, to be conducted by or on behalf of the Village as often as the Village deems necessary.

Contractor agrees to prepare and retain for a period of at least three (3) years after the date of termination of this Contract and permit access by the Village to inspect, as deemed necessary, all records, which include, but are not limited to, the following:

- D. Final records and documentation sufficient to support payment of expenses;
- E. Property inventories;
- F. Meeting announcements; agendas and minutes;
- G. Time sheets and personnel records;
- H. Documentation supporting Contractor's accomplishments;
- I. All specifications, advertisements, and terms of contracts for goods and services procured by Contractor in the conduct of its projects; and
- J. Documentation of Contractor's continued compliance with any requirements of any federal, state, or local governmental agency.

Contractor shall ensure the cooperation of its staff and other responsible officials in the efforts of the Village to monitor and evaluate Contractor's activities in whatever manner the Village so chooses.

ARTICLE ELEVEN: GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

ARTICLE TWELVE: INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements relating to the subject matter of this Contract, either written or oral, between the parties to this Contract. Also, this Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

ARTICLE THIRTEEN: SEVERABILITY

If any term or provision of this Contract or the applications thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE FOURTEEN: COMPLIANCE

Contractor agrees to comply with all applicable federal, state (such as, but not limited to, the Ohio’s Sunshine Laws under Ohio Revised Code § 149.43 and Ohio Revised Code § 121.22), and local laws in the expenditure of the funds hereunder. Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker’s compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for Contractor and all employees engaged by the Contractor for the performance of any services authorized by this Contract.

ARTICLE FIFTEEN: RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership, association or joint venture with Contractor in the conduct of the provisions of this Contract. Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Village. The Contractor does hereby accept full and exclusive liability for the payment of and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remunerations paid to persons employed by the Contractor or work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any indemnity and save harmless the Village for any such contributions or taxes or liabilities therefore.

ARTICLE SIXTEEN: REPRESENTATIVES OF VILLAGE

It is understood, stipulated, and agreed that the Village Manager of the Village, hereafter referred to as the “Manager” shall be the agent for the Village in connection with any and all matters relating to this Contract, including, but not limited to, notices given or received and approval or consent required.

VILLAGE OF GRANVILLE, OHIO

THE BRYN DU COMMISSION

By: _____
Its Village Manager

By: _____
Its President